

# The Daily Courant.

Friday, September 26. 1718.

London, September 25.

**O**N Wednesday last the Sub-Governour and Directors of the South-Sea Company waited on his Majesty at Hampton-Court, and being introduced by the Right Honourable James Craggs, Esq; one of His Majesty's Principal Secretaries of State, presented to His Majesty the following Representation,

*The humble Representation of the Court of Directors of the South-Sea-Company, relating to the Difficulties they labour under with respect to their Trade, &c.*

To the King's most Excellent Majesty.

**T**HE Court of Directors of the South-Sea Company acknowledge with the utmost Gratitude, their just Sense of the many Marks of Your Royal Favour continually confer'd upon the Company, which emboldens them, in the most humble and dutiful Manner, to lay before Your Majesty, as their gracious King and Governour, A State of the Difficulties, which the said Company have and do labour under, with respect to their Trade.

For redressing whereof, and obtaining such further Explanations, as may be necessary for enabling them to carry on with Freedom, the Commerce granted them by the Affiento Treaty, and subsequent Convention, without being subject to the many Obstructions they have hitherto met with from the King of Spain and his Officers, the said Court of Directors do most humbly beseech Your Majesty, to grant Your most gracious and powerful Interposition with his Catholick Majesty, at such Time, as Your Majesty, in Your Royal Wisdom shall think proper: And that this Company may find the Continuance of Your Royal Protection, which they shall never fail to acknowledge, with the utmost Zeal and Affection, so justly due from the most faithful Subjects to the best of Princes.

*A State of the Difficulties, which the South-Sea Company labour under, and in which they pray to be redress'd.*

**I.** **W**HEREAS upon making the last Peace, his Catholick Majesty did grant to her late Majesty, Two Cedula's, or Licenses, dated the Seventeenth Day of June, One thousand seven hundred and thirteen, which were confirm'd by Instruments of Validation, of the 15th Day of June, One thousand seven hundred and fourteen, each for a Ship of Five or Six Hundred Tons, to go with Goods and Merchandise to the Spanish West Indies; one of which Cedula's and Validations was afterwards fill'd up with Your Majesty's Ship the Elizabeth, and to go to Vera Cruz; and the other License and Validation was fill'd up with Your Majesty's Ship the Bedford, and to go to Cartagena, or Porto Bello: Which Licenses and Validations, Your Majesty was graciously pleas'd to assign to this Company. In Pursuance of which last men-

tion'd License, they loaded on board the said Ship Bedford a very rich Cargo, short of the Tonnage granted, and dispatch'd her for Cartagena, in November One thousand seven hundred and fifteen; where, upon her Arrival, the Governour and Royal Officers caused the Goods to be measured by un-warrantable Rules, making the same amount to Two thousand one hundred and seventeen Tons, and one Third of a Ton, (exclusive of about Sixty five Tons of Iron, which, at that Juncture, the Factory thought necessary not to land, but to send back in the same Ship to Jamaica) and confiscated and condemn'd to be immediately sold One thousand five hundred and seventeen Tons and One third of a Ton, of the most valuable Part of the said Cargo, as exceeding the Six hundred Tons granted by the said License, reserving the remaining Six hundred Tons (as they call'd it) to his Catholick Majesty's Decision, whether the same should be also confiscated or not, and oblig'd the Company's Factor to give Security for answering the Value, even of that Part which they call'd Six hundred Tons: An Account of all which unjust Proceedings of the said Governour and Royal Officers, having been transmitted to the Company by their Factors, the Company humbly represented the same to Your Majesty, by whose gracious and powerful Interposition, his Catholick Majesty was pleased to grant his Royal Cedula of the Twelfth Day of November, One thousand seven hundred and sixteen, directing the Remeasurement of the Bedford's whole Cargo. And the same being measured according to the Rules prescrib'd by the said Cedula, amounted to no more than Five hundred twenty five Tons, and three Quarters of a Ton (including the Sixty five Tons of Iron, which as aforesaid, the Factory did not land, but sent back to Jamaica.) By which may be seen the Exorbitancy of their first Measurement, and the Injustice done the Company in the aforesaid Confiscation; and the Company's Goods had been actually sold by the King of Spain's Officers, under Colour of the said Confiscation, had not the Company's Factors given an excessive Sum of Money for Prevention thereof, and for obtaining Leave and Time to appeal to the Court of Madrid. But tho' a Remeasurement was granted as aforesaid, yet the Officers were not punish'd for such their unjustifiable Proceedings, nor has any Recompence or Satisfaction been made the Company for the Damage and Injustice done them. Besides which, the said Governour and Royal Officers at Cartagena, did also pretend, that the License for the Bedford, being fill'd up as consign'd to Cartagena or Porto Bello, the whole Cargo was to be disposed of only at Cartagena, the Ship coming first thither, and would not permit any Part of it to be sent to Porto Bello; whereas the Company always understood, that by the License they had full Power to sell such Part of the Cargo as they thought fit at Cartagena, and the rest at Porto Bello; at which last Place, they proposed to sell the greatest Part of the Cargo; and accordingly had provided the greatest Part for those Provinces which are supplied from Panama, and the lesser part for the Provinces which are supplied from Cartagena. And tho' the aforesaid License was fill'd up for Cartagena or Porto Bello, yet the Company conceived the Word O.R.

to be synonymous to AND, and that it had Respect to the Recourse the Galleons always took, all the World knowing, That the Galleons which made their Fair at Porto Bello, did constantly go first to Cartagena. And in the Declaration given to Sir Patrick Lawles, his Catholick Majesty's Minister then at this Court, by the then Secretary of State concerning the filling up the License for the Bedford, it is express'd, That the said License was fill'd up for Cartagena and Porto Bello; so that the Company did not doubt but that the true Intent and Meaning of the License was, That the Bedford might land any part of her Cargo at Cartagena, and proceed with the rest to Porto Bello; so that notwithstanding the Goods were discharged from the aforesaid Confinement, upon their being remeasured according to the King of Spain's aforesaid Cedula, yet the Company have hitherto had but little Benefit from such Release, the greatest part of the Cargo, which, as aforesaid, was provided for Porto Bello, not having been permitted to be carried thither, until his Catholick Majesty was pleas'd to grant his Royal Cedula for that purpose, which was not obtain'd till December last; since which, the same has been transmitted to the Company's Factors in Order to be put in Execution.

II. And as for the Elizabeth, the other License Ship, which went to Vera Cruz, notwithstanding his Catholick Majesty's aforesaid License, and the Validation thereof specifies, That her Cargo might be landed, sold, and traded with freely, without paying any kind of Duties in the Indies, with which his Catholick Majesty did for that Time dispense, on Condition, that upon all the Profits and Gain which should be made on the said Goods, Ten per Cent. should be paid to his Catholick Majesty; nevertheless there has been demanded, by the King of Spain's Officers in the said Port of Vera Cruz, an Alcavala on all the Goods of the said Ship, which should by the Company be sold out of Vera Cruz, which Duty amounts to a very great Sum; and the Company's Factors were oblig'd to give Bond to pay the same, in case the Court of Madrid shall not think proper to give Relief therein; concerning which, Auto's having been transmitted to the Court of Madrid, and the Company's Agent there, having by their Direction, made several Applications for Redress, they have been so far from granting the same, that instead thereof, and without giving Notice to the Company, or giving them a Hearing thereon, his Catholick Majesty was pleased to send a Cedula, dated the Twenty second Day of January, One thousand seven hundred and seventeen, directly to Vera Cruz, whereby he has decreed, That Alcavals shall be paid on all the Company's Goods which shall be sold out of Vera Cruz. This Imposition by the said Cedula, also extends to the Goods by the Company's Annual Ship, which shall be sent to Vera Cruz; notwithstanding by the Forty second Article of the Assiento, it is expressly stipulated, that they are to be free of all Duties in the Indies.

III. And whereas by the Forty second Article of the Assiento Treaty, his Catholick Majesty was pleas'd to grant to this Company, the Liberty of sending every Year to the Indies, during the Term of Thirty Years therein mention'd, A Ship of Five hundred Tons, upon Condition that the Merchandise with which the said Ship should be laden, should not be sold but only at the Time of the Fair. And by a subsequent Treaty or Convention, entered into between Your Majesty, and his Catholick Majesty, dated the Twenty sixth Day of May, One thousand seven hundred and seventeen, his Catholick Majesty has been pleas'd (in Consideration that the Company had not enjoy'd the Liberty for the first three Years, to send the said Annual Ship of Five hundred Tons) to compensate the same by granting them for ten Years, commencing from the Year, One thousand seven hundred and seventeen inclusive, a Ship of Six hundred and fifty Tons, in Lieu of the said Ship of Five hundred Tons for the said Ten Years. And his Catholick Majesty was further pleased, by the said last mentioned Treaty or Convention, to declare, that there shall be Fairs regularly kept every Year in Peru, or in New Spain, and that Advice should be given to the Court of England of the precise Time, in which the Flota or Galleons shall depart for the Indies;

that the Company may, at the same time, cause their Ship to depart; and that in case the Flota or Galleons shall not be departed from Cadiz in all the Month of June, it shall be permitted to the Company to cause their Ship to Depart, giving Advice of the Day of its Departure to the Court of Madrid, or to the Minister of his Catholick Majesty who shall be in London; and being arriv'd at one of the three Ports of Cartagena, Porto Bello, or Vera Cruz, she shall be obliged to stay there for the Flota or Galleons, four Months, to begin from the Day of the Arrival of the said Ship; and when that Time is expired, it shall be permitted to the Company to sell their Merchandise without any Obstacle. In pursuance of which Treaties, the Company did the last Year build on purpose, and send to Vera Cruz, a Ship with Goods and Merchandise, and have also built another for the present Year; and for that purpose, have provided a Cargo proper for Cartagena, and Porto Bello, of about Three hundred Thousand Pounds Value, the greatest part whereof has been loaded on board, and they were ready with the Remainder, in order to dispatch her at the End of the Month of June, pursuant to the said Convention. But the Chevalier Eon, his Catholick Majesty's Director for the Affairs of the Assiento, after the entire Cargo was provided, and in great part loaded, as aforesaid, did, on the Fifth Day of June last, lay before the Court of Directors of the said Company, a Letter, which he had received from Don Joseph Rodrigo, Secretary of State to his Catholick Majesty, dated the Twenty sixth Day of May last, for suspending the Departure of the Company's Annual Ship for this Year; which Order of his Catholick Majesty is directly contrary to the aforesaid Convention concluded with Your Majesty, and thereby the Company must inevitably be very great Sufferers, by the Decay of their Goods (they being chiefly of the Woollen Manufactures of this Kingdom, and consequently very liable to the Moth, and other Vermin) by the Charges of Warehouse Room, Loss of the Interest of their Monies, the Charges they have been at in Building, Manning, Victualling, and Equipping the said Ship, she being unfit for any other Trade, and by many more pernicious consequences which do attend the same.

IV. Whereas his Catholick Majesty by his Cedula of the 21st Day of May last, grounded upon the Thirty sixth Article of the Assiento, did grant Permission to the Company, to send a Ship of Three hundred Tons to the Islands of the Canaries, to take out a Register of Fruto's to be transported to the Indies, paying the Establish'd Duties, and in the Form according to what was granted to Don Bernardo Matin and the Company of Portugal, as is provided in their Contract. Whereupon the Company have sent a Ship to the Canaries, to take in such Fruto's, in Order to be transported to the Indies; but the Custom House Officers would not suffer the same to be laded, unless the Company's Agent would pay Seven per Cent. Custom, notwithstanding the several Protests he made, and also proved even by the Custom House Books, that in the Year One thousand six hundred ninety seven, the Portuguese Assiento Company paid no more than Two and a half per Cent. and this Company are by the Thirty ninth Article entitled to all the Privileges and Advantages which former Assentists enjoyed: And all that the Company's Agent could obtain was, an Allowance of Five Months Time for the Payment of the Four and half per Cent. in Dispute (Part of the said Seven per Cent.) upon giving Security to abide the King of Spain's Determination to be made within that Time.

V. There has been likewise a Demand made at the Canaries of Seventeen Rials and a half per Ton upon the said Ship, on Account of the Seminary of Mariners in Sevil, upon which a Law-Suit commenced, and the Company's Agent has been de creed to deposit the same until his Catholick Majesty and Council of the Indies shall determine the same.

VI. Furthermore, By the second Article of the Assiento it is agreed, That in the Duties thereby stipulated to be paid by the Company for the Negroes, shall be comprehended all, and all manner of Duties of Alcavala, or any other Duties what-



